

EXHIBIT 5

[Letter from Kathleen R. Hartnett to Eric D. Vandavelde,
dated April 30, 2019]



April 30, 2019

VIA EMAIL

Eric D. Vandeveld, Esq.
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
evandeveld@gibsondunn.com

Re: *Oracle USA, Inc. et al. v. Rimini Street, Inc. & Seth Ravin*
Case No. 2:10-cv-0106-LRH-VCF (D. Nev.)

Dear Mr. Vandeveld:

I write in response to your April 22 letter and regarding the injunction-related discovery, including the issues raised in my April 11 and 22 letters.

We sent you a draft Proposed Discovery Plan and Scheduling Order on April 26, 2019. We look forward to meeting and conferring with you tomorrow on this draft.

Regardless of whether the “Parties have a fundamental disagreement regarding whether Rimini’s new processes...could form a basis for a contempt proceeding in *Rimini I*,” the Injunction is in force and says what it says. Rimini must comply with it. That has been Oracle’s consistent position. The language of the license agreements was adjudicated in *Rimini I* and forms the basis for the Injunction—regardless of *Rimini II*. For example, the Injunction bars Rimini from continuing to engage in cross-use. That issue was decided in *Rimini I*, and Rimini should stop any and all cross-use. Continuing cross-use by Rimini in the face of the Injunction is a basis for contempt.

There is also no basis for your position that certain discovery and contempt proceedings should “be deferred until after the appeal has concluded.” Doing so would not only undercut the Court’s order, but would grant Rimini a stay of the Injunction that this Court and the Ninth Circuit already rejected. Rimini opposed injunction-related discovery in *Rimini I* based on the faulty claims—repeated in your April 22 letter—that such discovery would preempt *Rimini II* and that the Injunction is on appeal. The Court granted discovery despite these arguments and directed the parties to propose a schedule for both discovery and contempt. Mr. Perry stated during the April 4 hearing that the parties would work together to try to resolve any disputes regarding that discovery. In light of the irreparable harm caused by any violation of the Injunction, discovery and contempt proceedings should be scheduled as expeditiously as possible.



Regarding the seven issues identified in my April 11 letter:

First, please state whether and when Rimini will produce AFW records. Rimini previously produced AFW records and thus does not credibly need more time to assess “the feasibility and burden of producing this material.” As discussed on April 18, receiving these AFW records now may help us streamline other discovery. Regarding DevTrack, the parties clearly are at an impasse, as Rimini is unwilling to undertake the non-existent burden of providing read-only access.

Second, please let us know when Rimini will provide additional information regarding Jira. As discussed on April 18, this will help us assess the extent to which any additional discovery is needed concerning Jira (in addition to DevTrack).

Third, please find enclosed Oracle’s first set of document requests and interrogatories. These have been revised from the versions submitted to the Court with Oracle’s motion based on the Court’s comments at the April 4 hearing, the Parties’ correspondence, and our telephonic meet and confer. As discussed and consistent with the Court’s comments about staging, Oracle will serve additional written discovery as reflected in the Proposed Discovery Plan and Scheduling Order.

Oracle is serving this enclosed written discovery on Rimini today, with this letter, consistent with the Parties’ agreement for service of discovery via e-mail. Oracle requests that Rimini agree (as proposed in the draft Proposed Discovery Plan and Scheduling Order) to respond to all written discovery within 21 days. Given the limited scope of this initial discovery, and the Parties’ deep familiarity with these issues based on previous discovery, there is no need for a longer timeline.

The interrogatories include a request regarding Oracle software updates provided since November 5, 2018 (Interrogatory 5), as discussed in point six below. They also include a limited number of additional, narrowly tailored interrogatories seeking basic information since the Injunction became effective regarding: any changes made by Rimini (Interrogatory 1), programs used by Rimini (Interrogatory 2), Rimini’s customers (Interrogatory 3), and Rimini’s access to Oracle software (Interrogatory 4). This information is necessary now to assess the possibility of sampling and to otherwise streamline discovery.

Fourth, Rimini continues to refuse to state whether it has engaged in 20 specific practices identified in our January 2 letter since the Injunction became effective. Rimini provides no basis for this refusal other than rearguing its rejected claim that discovery should not be permitted in *Rimini I* because the Injunction allegedly goes beyond



practices adjudicated in *Rimini I*. Oracle has been seeking this basic information since January and Rimini should substantively respond.

Please let us know whether Rimini will stipulate to engaging in any of the 20 practices. Magistrate Judge Ferenbach repeatedly referred to a preference for the parties stipulating facts where possible. *See* April 4, 2019 Hearing Tr. at 31:9-11 (stating to Mr. Perry that “it sounds to me like maybe you’re proposing to sit down with Mr. Pocker and see if you can get a stipulated set of facts”), 32:6-9 (stating to Mr. Pocker that “From November 2018 to the present Rimini has been using the cloud to service [its] customers not limiting itself solely to the customer’s equipment. I think they’d stipulate to that fact.”), 56:19-22 (“There may still be some facts you could stipulate to, like the use of the cloud. I can’t imagine you couldn’t stipulate to that fact, everyone has said it here multiple times”), 57:23-24 (“You can stipulate to some facts, that would be helpful, too, save a lot of time and money”).

In addition, to help streamline discovery, Oracle proposes that Rimini stipulate to the 11 facts in Appendix A, providing the missing information as indicated. Oracle will supplement these proposed stipulated facts as more information becomes available.

Fifth, regarding cloud access, Mr. Perry’s representations to the Court on April 4 made clear that Rimini continues to access Oracle software hosted in the cloud. During the meet and confer on April 18, you agreed to investigate Rimini’s knowledge of which Rimini customers have Oracle software hosted in the cloud. Please provide an update regarding that investigation. Appendix A also includes proposed stipulated facts concerning cloud-hosted software.

Sixth, and as noted above, the enclosed interrogatories include a request seeking information regarding Rimini-provided Oracle software updates. Please respond as soon as possible so that we can assess the possibility of sampling.

Seventh, it appears the parties are at an impasse on the issue of Rimini’s preservation of updates to Oracle software that Rimini creates. Oracle’s position is that Rimini can and should take steps to preserve any such updates, including during the time that Rimini is applying the updates to environments for purposes of testing and at the point when the updates are distributed to customers. At both of these times, Rimini undisputedly has access to these updates. Rimini’s contrary position is stated in your April 24 letter. Given Rimini’s position, the only option for Oracle to obtain this information is third-party discovery, which we have provided for in the Proposed Discovery Plan and Scheduling Order. We proposed ten subpoenas based on the assumption that the Parties can agree to a sampling methodology, and Oracle reserves the right to seek leave to serve additional subpoenas if necessary.



Finally, we have brought to the Court's attention the recent developments regarding Rimini's continuing opposition to Oracle's motion to modify the *Rimini II* protective order. *Rimini II*, ECF No. 1230. For the reasons stated in our recent *Rimini II* filing, we urge Rimini to reconsider its position and withdraw its opposition to that motion.

Sincerely,

/s/ Kathleen R. Hartnett

Kathleen R. Hartnett

Enclosures

cc: *Rimini I* Distribution List



Appendix A
Proposed Stipulated Facts

1. Since November 5, 2018, Rimini has accessed PeopleSoft software associated with the following Rimini customers: [Rimini to fill in list of applicable customers].
2. Since November 5, 2018, Rimini has reproduced PeopleSoft software associated with the following Rimini customers: [Rimini to fill in list of applicable customers].
3. Since November 5, 2018, Rimini has created works from or with PeopleSoft software associated with the following Rimini customers: [Rimini to fill in list of applicable customers].
4. Since November 5, 2018, Rimini has distributed PeopleSoft software to the following Rimini customers: [Rimini to fill in list of applicable customers].
5. Since November 5, 2018, Rimini has distributed works created from or with PeopleSoft software to the following Rimini customers: [Rimini to fill in list of applicable customers].
6. Since November 5, 2018, Rimini has used PeopleSoft software associated with a specific Rimini customer other than to support the specific customer's own internal data processing operations.
7. Since November 5, 2018, Rimini has accessed PeopleSoft software environments hosted by Tierpoint (formerly known as Windstream Hosted Solutions) and associated with the following Rimini customers: [Rimini to fill in list of applicable customers].
8. Since November 5, 2018, Rimini has used PeopleSoft software hosted by Tierpoint (formerly known as Windstream Hosted Solutions) and associated with the following Rimini customers: [Rimini to fill in list of applicable customers].
9. Since November 5, 2018, Rimini has used PeopleSoft software associated with the following Rimini customers to support or troubleshoot PeopleSoft software for one or more other Rimini customers: [Rimini to fill in list of applicable customers].
10. Since November 5, 2018, Rimini has used PeopleSoft software associated with the following Rimini customers to develop or test software updates or modifications provided to one or more other Rimini customers: [Rimini to fill in list of applicable customers].
11. Since November 5, 2018, Rimini has accessed J.D. Edwards source code associated with the following customers, either directly or via screen-sharing software such as GoToMeeting, to carry out development and testing of software updates: [Rimini to fill in list of applicable customers].

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 International Corp.*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;
 ORACLE AMERICA, INC., a Delaware
 corporation; and ORACLE INTERNATIONAL
 CORPORATION, a California corporation,
 Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;
 SETH RAVIN, an individual,
 Defendants

Case No. 2:10-cv-0106-LRH-VCF

**ORACLE'S SUPPLEMENTAL
 REQUESTS FOR PRODUCTION
 TO DEFENDANT RIMINI
 STREET, INC.**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Plaintiffs Oracle USA, Inc., Oracle America, Inc. and Oracle International Corporation (together, “Oracle”) hereby request that Defendant Rimini Street, Inc. produce the documents and things specified below for inspection and copying to the offices of Morgan, Lewis & Bockius LLP, located at One Market, Spear Street Tower, San Francisco, California 94105, no later than thirty days from the date of service.

DEFINITIONS

The definitions, instructions, and requirements of Federal Rules of Civil Procedure 26, 34, and 37 are adopted and incorporated by this reference. The following words and phrases shall have the following meanings in these Requests:

1. “Concerning,” “Concern(s),” “Relate,” “Relating,” “Related,” or any other derivatives thereof means concerning, relating to, regarding, pertaining to, referring to, respecting, stating, describing, involving, evidencing, constituting, noting, reflecting, containing, embodying, memorializing, mentioning, analyzing, discussing, commenting upon, specifying, listing, summarizing, identifying either directly or indirectly, or having any logical or factual connection with the matter discussed.
2. “Document(s)” is synonymous in meaning and equal in scope to the broadest meaning provided by Rule 34 of the Federal Rules of Civil Procedure, including without limitation: non-privileged writings; records or files; correspondence; reports; memoranda; calendars; diaries; minutes; electronic messages; voicemail; email; instant messages; text messages; telephone message records or logs; computer and network activity logs; data on hard drives; backup data; data on removable computer storage media such as tapes, disks, and cards; printouts; document image files; web pages; databases; spreadsheets; software; hardware; books; ledgers; journals; orders; invoices; bills; vouchers; checks; statements; worksheets; summaries; compilations; computations; charts; diagrams; graphic presentations; drawings; films; charts; digital or chemical process photographs; video, phonographic, tape, or digital records or transcripts; drafts; jottings; and notes. “Document(s)” also includes any copy that differs in any respect from the original or other versions of the Document(s), including copies containing

1 notations, insertions, corrections, marginal notes, or any other variations.

2 3. “Environment” means a copy of Oracle Software that results from installation of
3 that Software.

4 4. “Injunction” means the permanent injunction entered by the Court on August 15,
5 2018, ECF No. 1166.

6 5. “J.D. Edwards Family of Products” means all current and former J.D. Edwards-
7 branded Software and related Software and Support Materials.

8 6. “Oracle” means Oracle America, Inc. (including its predecessor-in-interest,
9 Oracle USA, Inc.) and Oracle International Corporation.

10 7. “Oracle Database Family of Products” means all current and former Oracle
11 Database-branded Software and related Software and Support Materials.

12 8. “Oracle Software” refers to computer programs, applications, environments, and
13 data that were designed, created, developed, sold, or otherwise provided by Oracle, including
14 those of the J.D. Edwards Family of Products, PeopleSoft Family of Products, Siebel Family of
15 Products, and Oracle Database Family of Products.

16 9. “PeopleSoft Family of Products” means all current and former PeopleSoft-
17 branded Software and related Software and Support Materials.

18 10. “Person” means any natural person or any business, legal or governmental entity
19 or association.

20 11. “Siebel Family of Products” means all current and former Siebel-branded
21 Software and related Software and Support Materials.

22 12. “Software” means computer programs, applications, environments, and data that
23 were designed, created, developed, sold, or otherwise provided by Oracle, including those of the
24 J.D. Edwards Family of Products, PeopleSoft Family of Products, Siebel Family of Products, and
25 Oracle Database Family of Products.

26 13. “Software and Support Materials” and “Software or Support Materials” mean
27 software applications, environments and other installations, program updates, software updates,
28 bug fixes, patches, custom solutions, and instructional documents for any families of software

1 products provided by Oracle, including those of the J.D. Edwards Family of Products,
2 PeopleSoft Family of Products, Siebel Family of Products, and Oracle Database Family of
3 Products, regardless of whether any such materials were later modified by any Person, including
4 without limitation a customer or third-party support provider.

5 14. “You,” “Your,” and “Rimini” means and refers to Rimini Street, Inc., and, where
6 applicable, any of its current or former predecessors, successors, parents, subsidiaries, divisions,
7 or affiliates, and any officers, directors, employees, contractors, agents, consultants, attorneys,
8 accountants, administrators, or persons or entities acting for, on behalf of, or under control of
9 each of the foregoing.

10 INSTRUCTIONS

11 1. The wording of any Request does not constitute an admission of what the facts or
12 evidence will ultimately show.

13 2. The following rules of construction shall apply to all Requests:

- 14 a) the use of a word in its singular form shall be deemed to include within its
15 use the plural form;
- 16 b) the connectives “and” and “or” shall be construed either disjunctively or
17 conjunctively, whichever makes the request, definition, or instruction
18 more inclusive;
- 19 c) the terms “any,” and “each” shall be construed to encompass “all”;
- 20 d) the term “including” means “including but not limited to”; and,
- 21 e) the use of the word “the” shall not be construed as limiting the scope of
22 any request.

23 3. If You claim any form of privilege as a ground for not producing or for redacting
24 any Document, You shall provide the following information for each Document withheld or
25 redacted:

- 26 a) the Document’s preparation date and the date appearing on the Document;
- 27 b) the name, present and last known addresses, telephone numbers, titles (and
28 positions), and occupations of those individuals who prepared, produced,

reproduced, and received said Document, including all authors, senders, recipients, “cc” recipients, and “bcc” recipients;

c) the number of pages withheld; and

d) a description sufficient to identify the Document without revealing the information for which the privilege is claimed, including the general subject matter and character of the Document (*e.g.*, letter, memorandum, notes, etc.).

4. If only a portion of a responsive Document is privileged against disclosure, You must produce the responsive non-privileged portion of the Document in redacted form, provided that the redacted material is identified and the basis for the claim of privilege is stated as provided in the preceding Instruction.

5. Unless otherwise specified, the Documents requested include the responsive Documents in Your actual or constructive possession, control, or custody, and the responsive Documents in the actual or constructive possession, control, or custody of Your attorneys or agents.

6. In the event that any Document called for by these Requests has been destroyed, lost, or otherwise become unavailable, that Document is to be identified as follows: type of document, author, addressor, addressee, recipients of indicated or “blind” copies, date, subject matter, number of pages, attachments or appendices, all Persons believed at any time to have had a copy of the Document, date of destruction or loss, place and manner of destruction or loss, Persons authorizing the destruction of the Document, and Persons destroying or responsible for losing the Document.

7. Pursuant to Federal Rule of Civil Procedure 26(e), Your responses to these Requests for Production are to be promptly supplemented to include any subsequently acquired Documents and information.

8. A party’s full or abbreviated name or a pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries or affiliates. This definition is not intended to impose a discovery obligation on any

1 person who is not a party to the litigation.

2 **REQUEST FOR PRODUCTION NO. 1:**

3 All Documents concerning any changes Rimini made in response to the Injunction.

4 **REQUEST FOR PRODUCTION NO. 2:**

5 A copy of Rimini's AFW database containing records from November 5, 2018 to the
6 present.

7 **REQUEST FOR PRODUCTION NO. 3:**

8 All Documents Rimini provided to its customers in connection with its support of Oracle
9 Software and Support Materials since November 5, 2018, including without limitation tax and
10 regulatory updates, break fixes, new functionality, documentation, or any other files.

11 **REQUEST FOR PRODUCTION NO. 4:**

12 All programs (including any software tools, automated tools or manual processes and
13 programs, and all underlying source code) developed in response to the Injunction and used or
14 created by Rimini in its support processes since November 5, 2018.

15 **REQUEST FOR PRODUCTION NO. 5:**

16 All policies or memoranda Rimini wrote or developed in response to the Injunction
17 regarding Rimini's support processes, including but not limited to notices to all subsidiaries,
18 affiliates, employees, directors, officers, principals, and agents pursuant to paragraph 1 of the
19 Injunction.

20
21 DATED: April 30, 2019

MORGAN, LEWIS & BOCKIUS LLP

22
23
24 By: /s/ John A. Polito

John A. Polito
Attorneys for Plaintiffs Oracle USA, Inc.,
Oracle America, Inc. and Oracle
International Corporation

CERTIFICATE OF SERVICE

At the time of service I was over 18 years of age and not a party to this action. My business address is 1999 Harrison St., Suite 900, Oakland, CA, 94612. On May 1, 2019, I served the following document:

**ORACLE'S SUPPLEMENTAL REQUESTS FOR PRODUCTION TO
DEFENDANT RIMINI STREET, INC.**

I served the document on the persons below, as follows:

Blaine H. Evanson Casey J. McCracken Jeffrey T. Thomas Jennafer Marie Tryck Stephen C. Whittaker Gibson Dunn & Crutcher LLP 3161 Michelson Drive Irvine, CA 92612 Email: bevanson@gibsondunn.com Email: cmccracken@gibsondunn.com Email: jtthomas@gibsondunn.com Email: jtryck@gibsondunn.com Email: cwhittaker@gibsondunn.com Daniel B. Winslow Rimini Street, Inc. 6601 Koll Center Parkway Suite 300 Pleasanton, CA 94566 Email: DWinslow@riministreet.com Eric Vandevelde Samuel Grant Liversidge Lauren Blas Gibson Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 90071 Email: evandevelde@gibsondunn.com Email: sliversidge@gibsondunn.com Email: lblas@gibsondunn.com	Joel D. Henriod Daniel F. Polsenberg Lewis Roca Rothgerber Christie LLP 3993 Howard Hughes Parkway Suite 600 Las Vegas, NV 89169 Email: jhenriod@lrrc.com Email: dpolsenberg@lrrc.com Joseph A. Gorman Gibson, Dunn & Crutcher LLP 555 Mission St. San Francisco, CA 94105 Email: jgorman@gibsondunn.com Leslie A.S. Godfrey Greenberg Traurig, LLP 3773 Howard Hughes Pkwy Ste 400 North Las Vegas, NV 89169 Email: godfrey@gtlaw.com Lisa DeBrosse Johnson Lisa DeBrosse Johnson 170 Milk Street 4th floor Boston, MA 02109 Email: lisa@lisajohnsonlaw.com Mark A. Perry Gibson, Dunn & Crutcher LLP 1050 Connecticut Avenue N.W. Washington, DC 20036-5306 Email: mperry@gibsondunn.com
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The document was served pursuant to FRCP 5(b) by sending it by electronic mail. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I hereby certify that I am employed in the office of a member of the State Bar of California, admitted *pro hac vice* to practice before the United States District Court for the District of Nevada for this case, at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Certificate of Service is true and correct.

Dated: May 1, 2019

/s/ Ashleigh Jensen
 Ashleigh Jensen

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*Attorneys for Plaintiffs Oracle USA, Inc.,
 Oracle America, Inc., and Oracle
 International Corp.*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;
 ORACLE AMERICA, INC., a Delaware
 corporation; and ORACLE INTERNATIONAL
 CORPORATION, a California corporation,
 Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;
 SETH RAVIN, an individual,
 Defendants.

Case No. 2:10-cv-0106-LRH-VCF

**ORACLE'S SUPPLEMENTAL
 INTERROGATORIES TO
 DEFENDANT RIMINI STREET, INC.**

Pursuant to Federal Rules of Civil Procedure 26 and 33, Plaintiffs Oracle USA, Inc., Oracle America, Inc. and Oracle International Corporation (together, “Oracle”) hereby request that Defendant Rimini Street, Inc. answer the following interrogatories.

DEFINITIONS

The definitions, instructions, and requirements of Federal Rules of Civil Procedure 26, 33, and 37 are adopted and incorporated by this reference. The following words and phrases shall have the following meanings in these interrogatories:

1. “Concerning,” “Concerns,” “Relate,” “Relating,” “Related,” or any other derivatives thereof means regarding, pertaining to, referring to, respecting, stating, describing, involving, evidencing, constituting, noting, reflecting, containing, embodying, memorializing, mentioning, analyzing, discussing, commenting upon, specifying, listing, summarizing, identifying either directly or indirectly, or having any logical or factual connection with the matter discussed.

2. “Environment” means a copy of Oracle Software that results from installation of that Software.

3. “Injunction” means the permanent injunction entered by the Court on August 15, 2018, ECF No. 1166.

4. “J.D. Edwards Family of Products” means all current and former J.D. Edwards-branded Software and related Software and Support Materials.

5. “Oracle” means Oracle America, Inc. (including its predecessor-in-interest, Oracle USA, Inc.) and Oracle International Corporation.

6. “Oracle Database Family of Products” means all current and former Oracle Database-branded Software and related Software and Support Materials.

7. “Oracle Software” refers to computer programs, applications, environments, and data that were designed, created, developed, sold, or otherwise provided by Oracle, including those of the J.D. Edwards Family of Products, PeopleSoft Family of Products, Siebel Family of Products, and Oracle Database Family of Products.

8. “PeopleSoft Family of Products” means all current and former PeopleSoft-

1 branded Software and related Software and Support Materials.

2 9. "Person" means any natural person or any business, legal or governmental entity
3 or association.

4 10. "Siebel Family of Products" means all current and former Siebel-branded
5 Software and related Software and Support Materials.

6 11. "Software" means computer programs, applications, environments, and data that
7 were designed, created, developed, sold, or otherwise provided by Oracle, including those of the
8 J.D. Edwards Family of Products, PeopleSoft Family of Products, Siebel Family of Products, and
9 Oracle Database Family of Products.

10 12. "Software and Support Materials" and "Software or Support Materials" mean
11 software applications, environments and other installations, program updates, software updates,
12 bug fixes, patches, custom solutions, and instructional documents for any families of software
13 products provided by Oracle, including those of the J.D. Edwards Family of Products,
14 PeopleSoft Family of Products, Siebel Family of Products, and Oracle Database Family of
15 Products, regardless of whether any such materials were later modified by any Person, including
16 without limitation a customer or third-party support provider.

17 13. "You," "Your," and "Rimini" means and refers to Rimini Street, Inc., and, where
18 applicable, any of its current or former predecessors, successors, parents, subsidiaries, divisions,
19 or affiliates, and any officers, directors, employees, contractors, agents, consultants, attorneys,
20 accountants, administrators, or persons or entities acting for, on behalf of, or under control of
21 each of the foregoing.

22 **INSTRUCTIONS**

23 1. A party's full or abbreviated name or a pronoun referring to a party means the
24 party and, where applicable, its officers, directors, employees, partners, corporate parent,
25 subsidiaries or affiliates. This definition is not intended to impose a discovery obligation on any
26 person who is not a party to the litigation.

27 2. The wording of any interrogatory does not constitute an admission of what the
28 facts or evidence will ultimately show.

3. The following rules of construction shall apply to all interrogatories:

- a) The use of a verb in any tense shall be construed as the use of that verb in all other tenses.
- b) the use of a word in its singular form shall be deemed to include within its use the plural form;
- c) the connectives “and” and “or” shall be construed either disjunctively or conjunctively, whichever makes the interrogatory, definition, or instruction more inclusive;
- d) the terms “any,” and “each” shall be construed to encompass “all”;
- e) the term “including” means “including but not limited to”; and,
- f) the use of the word “the” shall not be construed as limiting the scope of any interrogatory.

4. These Interrogatories are to be considered continuing in nature, and Rimini must promptly furnish supplemental responses if any additional responsive information is discovered or created after Rimini’s responses are tendered, or if any of Rimini’s responses are subsequently determined to be incorrect, incomplete, or misleading in any respect.

INTERROGATORIES

INTERROGATORY NO. 1:

For each of paragraphs 2 through 15 of the Injunction, and separately for each subparagraph (e.g., separately for paragraphs 2.a and 2.b), state whether Rimini made any changes in response to the Injunction, and if so describe those changes.

INTERROGATORY NO. 2:

Describe any programs (including any software tools, automated tools or manual processes and programs, and all underlying source code) that Rimini developed or implemented since November 5, 2018 for use in the processes by which Rimini (or anyone acting on Rimini’s behalf) provides support services for Oracle products.

INTERROGATORY NO. 3:

For the Oracle product lines identified in the Injunction, provide a list identifying each of

Rimini's former and current customers for which Rimini has provided support services since November 5, 2018, including the supported product line, start date, end date (if applicable), in the same format Rimini responded to Oracle's Interrogatory No. 27.

INTERROGATORY NO. 4:

For the Oracle product lines identified in the Injunction, provide a list identifying by customer each Oracle Software Environment Rimini has accessed since November 5, 2018, the dates of such access, and whether the Oracle Software Environment is located on Rimini's systems, in a third-party cloud (such as Windstream / Tierpoint, Amazon Web Services, or Azure), on a customer's own computer systems, or elsewhere.

INTERROGATORY NO. 5:

For the Oracle product lines identified in the Injunction, provide a list identifying all of the tax and regulatory updates, break fixes, new or revised functionality, and documentation that Rimini has provided to its customers since November 5, 2018, including the names of the files, the customers to whom they were provided, the Persons who were involved in developing or testing them, the associated Oracle product line, product, and version, and the dates they were provided to each customer.

DATED: April 30, 2019

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ John A. Polito

John A. Polito
Attorneys for Plaintiffs Oracle USA, Inc.,
Oracle America, Inc. and Oracle
International Corporation

CERTIFICATE OF SERVICE

At the time of service I was over 18 years of age and not a party to this action. My business address is 1999 Harrison St., Suite 900, Oakland, CA, 94612. On May 1, 2019, I served the following document:

ORACLE'S SUPPLEMENTAL INTERROGATORIES TO DEFENDANT RIMINI STREET, INC.

I served the document on the persons below, as follows:

Blaine H. Evanson Casey J. McCracken Jeffrey T. Thomas Jennafer Marie Tryck Stephen C. Whittaker Gibson Dunn & Crutcher LLP 3161 Michelson Drive Irvine, CA 92612 Email: bevanson@gibsondunn.com Email: cmccracken@gibsondunn.com Email: jtthomas@gibsondunn.com Email: jtryck@gibsondunn.com Email: cwhittaker@gibsondunn.com Daniel B. Winslow Rimini Street, Inc. 6601 Koll Center Parkway Suite 300 Pleasanton, CA 94566 Email: DWinslow@riministreet.com Eric Vandevelde Samuel Grant Liversidge Lauren Blas Gibson Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 90071 Email: evandevelde@gibsondunn.com Email: sliversidge@gibsondunn.com Email: lblas@gibsondunn.com	Joel D. Henriod Daniel F. Polsenberg Lewis Roca Rothgerber Christie LLP 3993 Howard Hughes Parkway Suite 600 Las Vegas, NV 89169 Email: jhenriod@lrrc.com Email: dpolsenberg@lrrc.com Joseph A. Gorman Gibson, Dunn & Crutcher LLP 555 Mission St. San Francisco, CA 94105 Email: jgorman@gibsondunn.com Leslie A.S. Godfrey Greenberg Traurig, LLP 3773 Howard Hughes Pkwy Ste 400 North Las Vegas, NV 89169 Email: godfrey@gtlaw.com Lisa DeBrosse Johnson Lisa DeBrosse Johnson 170 Milk Street 4th floor Boston, MA 02109 Email: lisa@lisajohnsonlaw.com Mark A. Perry Gibson, Dunn & Crutcher LLP 1050 Connecticut Avenue N.W. Washington, DC 20036-5306 Email: mperry@gibsondunn.com
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The document was served pursuant to FRCP 5(b) by sending it by electronic mail. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I hereby certify that I am employed in the office of a member of the State Bar of California, admitted *pro hac vice* to practice before the United States District Court for the District of Nevada for this case, at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Certificate of Service is true and correct.

Dated: May 1, 2019

/s/ Ashleigh Jensen
 Ashleigh Jensen